



GOVERNMENT OF ODISHA  
PANCHYATI RAJ & DRINKING WATER DEPARTMENT  
ZILLAPARISHAD KEONJHAR.

**OFFICE OF THE PANCHAYAT SAMITI, GHATAGAON**

**DETAILED TENDER CALL NOTICE**

**For different works vide TCN No - 02 /2024-25**

**Name of the Work:-.....**

CONTRACTOR

Block Development Officer,  
GHATAGAON



OFFICE OF THE PANCHAYAT SAMITI, GHATGAON  
At/Po-Ghatagaon, Dist-Keonjhar, Pin-758027(ODISHA)  
E Mail:ghatgaonblock@gmail.com  
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**NOTICE INVITING TENDER (e-Procurement)**

**Bid ID No.- 02-Ghatgaon/2024-25**

No. 6165 /Dev Date 19 / 09 /2024

1. Block Development Officer, Ghatgaon Block, Keonjhar on behalf of Governor of Odisha invites bids through e-procurement for the projects as per Annexure-I. The bid should be submitted online in the website [www.tendersonssa.gov.in](http://www.tendersonssa.gov.in) by eligible Contractors with CDMS registration. The bidders should have necessary Portal Enrolment (with his own Digital Signature Certificate). The registered bidders of outside Odisha can also participate in this process after necessary Portal Enrolment, but shall have to subsequently undergo registration with the appropriate authority of the State Government of acceptance of bid.
2. The bidders may submit bids for the following works (Annexure-I):

**ANNEXURE-I**

Sl. No.	Name of the Scheme	Name of the Project	Amount put to tender in Rs.	Bid Security/ Earnest Money Deposit @ 1% of estimated cost In Rs.	Class of contractor With CDMS registration	Cost of Bid Documents in Rs.	Time for Completion
1	2	3	4	5	6	7	8
1	S&ME	Construction of One no of Additional Class Room at Badamasinabilla Primary school, Badamasinabilla G P	12,16,505.00	12,166.00	'D & C'	6000.00	4 (Four Calendar Month)
2	S&ME	Construction of One no of Additional Class Room at Kamamali Primary school, Pandapada G P	12,16,505.00	12,166.00	'D & C'	6000.00	4 (Four Calendar Month)

Block Development Officer  
Ghatgaon Block

**Contractor**

**B.D.O., Ghatagaon**

3. Period of availability of tenders On-line/Date & time of bidding On-line/Date of opening of tender Papers.

Procurement Officer	Bid Identification No.	Availability of tender on line for bidding		Date and Time of opening of Tender at Office of the Block Development Officer, Ghatgaon, Keonjhar
		From	To	
1	2	3	4	5
Block Development Officer, Ghalgaon, Keonjhar	Bid ID No.-TCN No.- 2-Ghatgaon/2024-25	25.09.2024 at 11.00 AM	03.10.2024 till 5.30 PM	04.10.2024 at 11.00 AM

4. Bids received online shall be opened on 04.10.2024 at 11 AM in the conference hall of office of the Ghatgaon Block, Ghalgaon, Keonjhar in presence of the bidders or their authorized representatives who wish to attend. Bidders who participated in the bid can witness the date of opening of the bids after logging on to the site through their DSC. If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.
5. The amount put to tender is exclusive of GST. The intending bidder should offer their rates excluding GST as applicable on works contract. The GST shall be paid over the work bill amount at the time of payment of each bill.
6. The requisite EMD of the individual project in shape of Demand Draft/Banker's Cheque drawn in favour of Block Development Officer, Ghalgaon payable at "Keonjhar" from any Nationalized Bank having its branch at Keonjhar and NSC/ KVP/ Time Deposit duly pledged
7. The requisite tender paper cost (Non-Refundable) as mentioned in Col-7 of Annexure-I in shape of Bank Draft drawn in favour of BDO, GHATAGOAN" payable at "Keonjhar" from any Nationalized Bank having its branch at Keonjhar.
8. Bids must be accompanied by a non-refundable fee as indicated at Column-7 of Annexure towards cost of bid documents and the amount specified at Column-5 as bid security of the individual project mentioned in Annexure-I to this bid notice payable in favour of Block Development Officer, Ghalgaon Block, Keonjhar.
9. Other details can be seen from the Bidding documents which is available in the Website [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in).
10. Engineer contractor who wants to avail EMD Exemption shall have to furnish scan copy of affidavit along with tender, declaring there in that he/she has not yet availed EMD Exemption for three nos. of works during this financial year and to show the original CDMS Registration Certificate to the tender Opening Authority for verification without which the tender will be rejected. A bidder has to deposit 1% EMD/Bid Security of the amount put to tender rounded off to the nearest one hundred rupees, if he/she proposes to engage machineries and equipment as asked for in the tender documents, owned or hired but deployed from outside the state.
11. Tender shall be uploaded in standard formats prescribed in the bid documents displayed at Govt. of Odisha e-market place web site & submitted duly filled up. The on-line bidders should upload the scanned clear copy of the affidavit in support of correctness or proof of the information submitted including bid security accompanied with tender by them. They should digitally sign on all statements, documents, certificates uploaded by them, owning responsibility for their correctness/ authenticity. If the documents are not digitally signed, an affidavit owing genuinely of the documents should be uploaded. The affidavit of authenticity of documents uploaded by the bidder being a legal document, checking genuinely of signature put on other uploaded documents including affidavit and lease deeds is beyond preview of the officer inviting tender. The bidder himself is liable for the authenticity of the documents if challenged by any other bidder or in the court of law. The bidder is required to submit original affidavit against each project.
12. As per Office Memorandum No. 14299 / Dtd. 03.10.2017 of Works Department, Additional Performance Security shall be obtained from the bidder when the bid amount is less than estimated cost put to tender. In such

Contractor

B.D.O., Ghatagaon

an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the amount of differential cost i.e. estimated cost put to tender minus the quoted amount as Additional Performance Security (APS) in accordance with latest circular of works Department 4559 / dt. 05.04.2021 indicated as Sl. No. 6 & 7 in shape of Demand Draft / Term Deposit Receipt pledge in favour of the Block Development Officer, Ghatgaon, Keonjhar within seven days from the date of opening, otherwise the bid shall be cancelled and the security deposit shall be forfeited. Further, proceeding for blacklisting shall be initiated against bidder. Following all codal procedure from time to time as laid down.

13. The State Government is in receipt of many representations that on account of slowdown in economy due to the pandemic COVID-19, there is acute financial crunch among many contractors, which in turn is affecting timely execution of the contractors. It has also been represented that this may affect the ability of the contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Additional Performance Security in the Government Contractor.

14. Additional Performance Security shall be submitted by the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price/rates than the estimated cost put to tender shall have to furnish an amount as stipulated below towards Additional Performance Security (APS) within seven days of issue of Letter of Acceptance (LoA) by Block Development Officer, Ghatgaon, Keonjhar.

Sl No	Range of Different between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
1	Below 5%	No Additional Performance Security to be deposited in the successful bidder
2	From 5 & and above and below 10%	50% of (Difference between estimated cost put to tender and Bid Amount)
3	From 10% and above	150% of (Difference between estimated cost put to tender and Bid Amount)

It should be in shape of Term Deposit Receipt (TDR) pledged in favour of Block Development Officer, Ghatgaon payable at Keonjhar. The successful bidder may also submit APS in shape of Bank Guarantee issued in favour of Block Development Officer, Ghatgaon from any nationalized bank located at Keonjhar. The Bank Guarantee (BG) should remain valid till one month after expiry of stipulated date of completion of the work as per LOA.

15. Bidders are advised to note the minimum qualification criteria specified in Clause-11 of the instruction to bidders to qualify for the award of the contract. Interested bidders may obtain clarifications regarding the minimum qualification criteria from the office of the Block Development Officer, Ghatgaon, Keonjhar prior to participation in the bid.

16. Bid documents consisting of qualifying information and eligibility of the bidders, plans, specification, drawings, the schedule of quantities of estimate and abstract of various classes of work is available in the Website [www.tendersongsa.gov.in](http://www.tendersongsa.gov.in)

17. Bid for the work shall remain open for acceptance for a period of Ninety (90) days from the last date of receipt of Bids. If any Bidder/ Tenderer withdraw his/her Bid /tender before the said period or makes any modifications in the terms and conditions of the Bid, the said earnest money shall stand forfeited. Conditional Bid in any manner is subject to forfeiture of EMD.

  
Block Development Officer  
Ghatgaon Block

18. No Engineer of Gazetted Rank or other Gazetted Officer employ in Engineering or Administrative duties in an Engineering Department in State Government is allowed to work as contractor for a period of two years after his retirement from Government Service without Government permission.

19. Clear scanned copies of No relation certificate in shape of affidavit, original valid Contractor Data Management System (CDMS) Registration Certificate, valid & active GST Certificate, PAN, Affidavit regarding correctness/authenticity of document(s) for each work separately, Affidavits for claiming / availing of price preference in case of SC/ ST / Physically Handicapped Contractors should be clearly indicate and mention the e-mail ID & contact No. also should be uploaded along with the Bid documents for any such immediate contact and smooth facilitation in communication facility to the concerned bidder. **Non-visible copies of documents may be liable for rejection of BID.**

20. The participating bidders must submit original affidavit of authenticity of documents uploaded & non-debarment from any Govt. Organization, original Demand Draft for cost of Bid Documents (Non-refundable) and EMD in shape of Demand Draft/Banker's Cheque drawn in favour of Block Development Officer, Ghatgaon in a sealed cover on or before dt.03.10.2024 till 5.30 p.m. and addressed to the Block Development officer, A/P.O.-Ghatgaon, Dist.-Keonjhar, PIN-758027 through Registered/Speed Post only failing which participation of the bidder will not be entertained and the bid will be rejected. The bidders must superscribe the Sl. No. and Name of the work/project on the sealed envelope.

21. The bidder must produce original documents for verification at the time of opening of tender.

22. The bidder shall have to furnish No relation certificate along with the bid documents to the effect that no officer of the Department to the rank of Junior Engineer or above is related to him.

23. The bidder quoting more than 14.99% less (decimals up to two numbers will be taken for all practical purpose) rate such bid will be rejected.

24. Further corrigendum if any can be seen from the website: [www.tendersorissa.gov.in](http://www.tendersorissa.gov.in) / office Notice Board.

25. GST to be imposed as applicable.

26. The bid is liable to be rejected if the TDRs submitted found fake and criminal action shall be initiated against the bidder.

27. In case of transparent lottery need to be conducted in accordance with the Works Department Order No.12366 dtd 08.11.2013 and 1437, dated 31.01.2023, the lottery will be held in a suitable date and venue which will be intimated to the bidders concerned. The date of lottery will be intimated to bidders through Contact No./WhatsApp/email. If any deviation in this due to some unavoidable / unwarrent circumstances, will be intimated as per given contact no / mail ID / through office Notice Board for bidder information and the remaining process will be taken care in the next working day or any suitable date as fixed and the same time and venue will be intimated.

28. Successful tenderer will be intimated for executing Agreement timely with due instructions and S.O.P. followed by Govt. time to time. It is binding on successful bidder to extend all necessary support in getting the quality control tests required till completion of the work in all respect at his own cost.

29. Authority reserves the rights to reject any or all the tenders without assigning any reason thereof.

30. Any changes regarding Bid security declaration from finance department Govt. of Odisha will be followed.

**N.B.:** Bidder must upload the scanned copies of the following documents: -

  
Block Development Officer,  
Ghatgaon Block

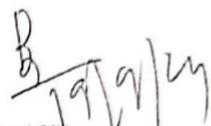
**Contractor**

**B.D.O., Ghatagaon**

- 1 Financial Instrument towards Paper Cost and EMD as per DTCN in favour of Block Development Officer, Ghatgaon
- 2 GST Registration Certificate
- 3 PAN Card
- 4 Contractor Registration Certificate
- 5 Affidavit

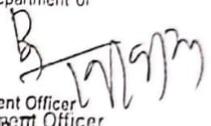
Memo No. 6164 /Dev Date 19.09.2024

Copy along with soft copy of the notice submitted to the Head State Portal Group, I.T Centre, Department of Information and Technology, Bhubaneswar for exhibiting the advertisement in the Website of Govt.

  
Block Development Officer  
Block Development Officer  
Ghatgaon Block

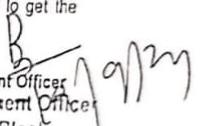
Memo No. 6165 /Dev Date 19.09.2024

Copy to Director, Printing Stationary and Publication, Odisha, Madhupalna Cutlack-10 with request to get the notice published in next issue of Odisha Gazette.

  
Block Development Officer  
Block Development Officer  
Ghatgaon Block

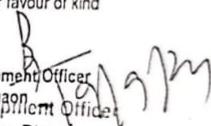
Memo No. 6166 /Dev Date 19.09.2024

Copy submitted to the Collector and District Magistrate, Keonjhar/ CDO-cum-EO, Zilla Parishad, Keonjhar/ for favour of kind information and necessary action.

  
Block Development Officer  
Block Development Officer  
Ghatgaon Block

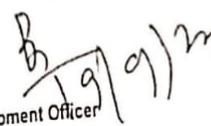
Memo No. 6167 /Dev Date 19.09.2024

Copy submitted to the Superintendent of Police, Keonjhar / IIC, Ghatagaon Police Station for favour of kind information and necessary action.

  
Block Development Officer  
Block Development Officer  
Ghatgaon Block

Memo No. 6168 /Dev Date 19.09.2024

Copy to the DIO, NIC, Keonjhar for information and requested to upload the "e" PROCUREMENT NOTICE (Bid ID No.- TCH No.02-Ghatgaon/2024-25, Detailed Tender Call Notice and Approved Tender Schedules (BOQ) of the projects in the district NIC website for information of the public/prospective bidders from 11.00 A.M. of 25.09.2024 till 5.30 P.M. of 03.10.2024

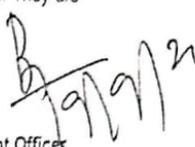
  
Block Development Officer  
Block Development Officer  
Ghatgaon Block

Contractor

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Memo No. 6169 /Dev Date 19/09/2021

Copy forwarded to all Superintending Engineers under MI Wing/ Superintending Engineer (R&B) Division, Keonjhar / Superintending Engineer Baitarani Division, Salapada / Superintending Engineer NH Divn. Keonjhar / Superintending Engineer, P H Divn. Keonjhar/ Superintending Engineer R.W.S &S Divn. Keonjhar / Superintending Engineer Kanpur, Head works Division, Basudevpur, and canal Divisions /Jhumpura / Remuli/ Executive Officer, Keonjhar Municipality/Addl. Project Director (Tech), Zilla Parishad, Keonjhar/All BDOs of Keonjhar District for information. They are requested to display the Tender Notice in their respective Office Notice Board for wide circulation of the tender.

  
Block Development Officer  
Block Ghatagaon Officer  
Ghatgaon Block

Memo No. 6170 /Dev Date 19/09/2021

Copy forwarded to Contractor Association, Keonjhar / all members of Tender Committee/Block Finance Officer/ Head Clerk / Cashier /Dev. Section/Concerned Works File / Notice Board for information and necessary action. They are requested to remain present on day of opening at scheduled venue and time for scrutiny of tender documents and finalization of bidder.

  
Block Development Officer  
Block Ghatagaon Officer  
Ghatgaon Block

Contractor

B.D.O., Ghatagaon

### TERMS AND CONDITIONS

1. a) Sealed tenders are invited from the registered Contractors of State Govt. **D, C & B'** class contractors in prescribed form to be eventually drawn in P.W.D. form No. P1 and will be received at O/o Block Development Officer, Ghatagaon up to **5.00 PM Dated-03.10.2024** for the works as mentioned in the **TCN Sl. No. 3 of Tender Call Notice No.-02/2024-25** and will be opened before the tender committee in the presence of the tenderers or their authorized representatives at **11.00AM on Dated-04.10.2024** at Block Conference Hall, O/o the Block Development officer, GHATAGAON, Keonjhar.

b) If the tenderers quoted their rates less than the amount put to tender, the affidavit in lieu of APS will be submitted by the successful bidder for the cost of less quoted in percentage of the amount put to tender before signing the agreement of the contract as per **Office Memorandum No.4559 Dated 05.04.2021 of Works Deptt. Govt. of Odisha**, (Additional Performance Security in case of Abnormality Low Bids) will be followed as detailed below:-

Sl.No.	Range of Difference between the estimated cost put to tender and Bid amount	Additional Performance Security to be deposited by the successful bidder
I.	Below 5%	No Additional performance security
II.	From 5% and above and below 10%	50% of (Difference between estimated cost put to tender and Bid amount)
III.	From 10% and above	150% of (Difference between estimated cost put to tender and Bid amount)

**c) No excess rate beyond the schedule rate shall be allowed in execution for the works tendered for.**

d) The rate should be quoted in terms of % (percentage) Less or Excess up to **two decimal point** only over the gross value of the amount put to tenders.

e) If the rate quoted by all the tenderers will be equal, then **transparent lottery** will be drawn in the presence of the tenderers/their authorized representatives for **L-1 & L-2**. If the 1<sup>st</sup> selected tenderer (L-1), through lottery drawn failed to execute the agreement within the stipulated date (within seven days), then the 2<sup>nd</sup> selected tenderer (L-2) will be called for agreement by rejecting 1<sup>st</sup> tenderer.

2. The tenderers should please note that the work will have to be completed within stipulated period as mentioned in Col No. 7 of Annexure-I, commencing from the date of issue of work order. Tenderers are required to submit detail work programme along with the tender which they consider necessary keeping in view of the clause 2 of the P.W.D. Form No.-P-1. Without the work programme, the tender will be considered defective. Authority for acceptance of tenders would depend on the Block Development Officer, GHATAGAON.

3. For **Bid Security/ Earnest Money Deopsit (EMD)**, the tenderers are required to give "**Bid Security Declaration**" in lieu of Bid Security with stipulation that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents as per the Office Memorandum No.8943/F Dated 18.03.2021 of Finance Department, Government of Odisha.

4. (a) The plan & specification for the work can be seen at the office of the Block Development Officer, GHATAGAON during working hours and days. Complaints at a future date that the plan and specifications have not been seen can not be entertained. The contractor may obtain a set of tender documents (DTCN & BOQ) for the work from **Tender portal (tendersodisha.gov.in)**.

(b) All other informations can be obtained on application to the Block Development Officer, GHATAGAON. The authority will not be responsible if any portion of the tender document is modified and in all cases this conditions stipulated in the original document kept in the office of the undersigned shall prevail.

5. The Block Development Officer, GHATAGAON reserves the right to reject any or all the tender(s) received without assigning any reasons there of.

6. The tenderer whose tender is selected for acceptance shall within a period of seven days upon written information being given to him of acceptance of his tender make an initial security deposit @ 1 (One percent) of the tendered amount, so that the earnest money and initial security deposit will be 2% of the tendered amount and sign the agreement in the P.W.D. Form No.-P1 (Schedule XLV No.-61) for due fulfillment of contract in the office of the Block Development Officer, GHATAGAON.

The security deposit, together with the earnest money and the amount withheld according to the provision of P1 agreement shall be retained as security deposit for the fulfillment of this contract. Failure to enter into the required agreement and to make the security deposit as above shall entail forfeiture of the earnest money. No tender shall be finally accepted if the required amount of security money is deposited within the stipulated date. The written agreement to be entered into between the contractor and the Block Development Officer, GHATAGAON shall be

**Contractor**

**B.D.O., Ghatagaon**

foundation of rights of the parties and the contract shall be deemed to be incomplete if the agreement has first been signed by the contractor and then by the proper officer authorized to enter into the contract on behalf of the Government. The department will accept the security deposit in the form of N.S.C., N.D.C., Postal Time Deposit Pass Book duly pledged to Block Development Officer, GHATAGAON and in no other form. In case of tenderers who have made fixed deposits, action will be taken to degrade them if they decline to sign the agreement within the period as in above case.

7. The rate should be quoted in terms of % (percentage) Less or Excess up to **two decimal point** only over the gross value of the amount put to tenders

8. The contractors shall be responsible for payment of all royalties or other charges for quarrying materials. All local taxes inclusive of State Sales Tax & Income Tax, Ferry & Tollage charges and Octroi Taxes are to be paid by Contractor.

9. The tender may not, at the discretion of the competent authority, be considered unless accompanied by attested copies of Sales Tax clearance certificate, non assessment certificate, as the case may be and the original certificate produced before the Block Development Officer, GHATAGAON at the time of opening of the tender.

10. If the contractor removes any materials or stock so supplied to him from the site of work with a view of disposing of the same dishonestly, he should in addition to any other liabilities Civil or Criminal arising out of the contract be liable to pay a penalty equivalent to five times the price of the materials or stock according to the stipulated rates and the penalty to impose shall be recovered from any sum that may then or at any time there after become due to the contractor or from his security or from the proceeds of sales thereof.

11. The contractor should be fully liable to indemnify the department for payment of any compensation under "Workman" compensation Act. VII of 1023 on account of the workmen being employed by him and the full amount of compensation paid will be recovered from the contractor.

12. Every tenderer must examine the detailed specification before submitting his tender. The rights is reserved without impairing the contract to make such increase in the quantities or items of work mentioned in the scheduled attached to the tender notice as may be considered necessary to complete the work fully and satisfactory. Such increase or decrease shall in no case invalidate the contract or rates. It shall be definitely understood that the Govt. do not accept any responsibility for the correctness or completeness of the quantities shown in the schedule. The schedule is liable to alteration by omission or additions or deduction and such omission deduction shall in no case invalidate the contract and no extra monetary compensation will be entertained.

Department will not supply any materials what so ever for the work. The tenderer shall be financially solvent and stable for advance procurement of all materials required for the work vide Government of Odisha Finance Department Memo No.-48443 / F Code- 46 / 95 dated 11.12.1995.

No excess rate of building materials like Cement/MS rod beyond the rate approved by the Collector & DM, Keonjhar shall be allowed. Only the cement of the companies having their own manufacturing unit in the State of Odisha are to be used in all works which are approved for the district.

13. All reinforced cement concrete work should conform to Odisha Detail standard specification & should be of grade M 150 and M 200 equivalent to nominal proportion 1:2:4 / 1:1.5:3 having minimum compressive strengthen in work test of 150 Kg / Cm<sup>2</sup> / 200 Kg / Cm<sup>2</sup> in 15 Cm. cubes at 28 days after mixing and test conducted in accordance with I:S-456 & 516 using 12mm. to 20mm. size hard black crusher broken granite chips. (20mm size not to exceed 25%)

14. Shuttering and centering shall be with seasoned Sal wood planks and the inside of which shall be lined suitable sheeting and made leak proof and water tight or alternatively steel shuttering and centering may be used.

15. For the purpose of jurisdiction in the event of dispute if any the contract should be deemed to have been entered into within the State of Odisha and it is agreed that neither partly to the contract at any place outside the State of Odisha

16. After the work is finished all surplus materials and debris are to removed by the contractor and preliminary work such as vats, mixing platform etc. are to the dismantled and all the materials are to be removed from the site. The ground up to 15m wide from the building should be cleared and rough dressed. No extra payment will be made to the contractor on this account. The rate quoted should be inclusive of all these items.

17. The contractor shall not interface with the execution of water supply or electrical fittings arrangement and any other works entrusted to any other agency by the department at any time during the progress of the work.

18. The department will have the right to inspect the scaffolding and centering made for the work and can reject partly or fully such structures if found defective in their opinion.

19. The contractor will have to arrange for water supply for all works and make sanitary arrangements at this own cost for his labour camps. Contractor has to arrange adequate lighting arrangements for night work whenever necessary at his own cost.

20. Baling out water from the foundation either rainwater or sub-soil water if necessary should be borne by the contractor. No payment will be made for bench marks, level pillars profiles, fencing and leveling ground where required. The rates quoted should be for finished items of work inclusive of these incidental items of work.

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21. All the quantities mentioned in the schedule are combined for ground floor and multi floors incase multistoried building the rates should be through for the same unless otherwise mentioned in the schedule of quantities for individuals items.
22. Cement concrete in roof slab beams etc. wherever prescribed by the Engineer in charge shall be machine mixed and vibrated and the contractor should arrange his own concrete mixers, vibrators and pumps etc. for the purpose.
23. It should be understood clearly that no claim what so ever will be entertained.
24. The tenderer shall have to abide by the CPWD safety code rule introduced by the Government of India Ministry of Works, housing and supply in their standing orders No. 44 to 50 dated 25.11.1957 .
25. Tenders are required to abide by the fair wage clauses as introduced by the Government.
26. The society will have the right to supply at any time in the interest of work any departmental materials to be used in the work, in addition to those mentioned in the clauses No.12 and the contractors shall use such materials without any controversy or dispute on that account. The rate of such materials will be at stock issue rates fixed by the departmental plus storage charges or market rates whichever is higher.
27. The contractor will be responsible for the loss or damage of any departmental materials equipments supplied to him under clauses 12 during execution of the work due to reason whatsoever and cost of such materials will be recovered from him at prevailing stock issue rates plus storage charges or market rates whichever is higher.
28. The contractor should arrange at his own cost necessary tools and plants, machines, concrete mixer, vibrators and other machineries such as pumps etc. required for the efficient execution of the work and rates quoted should be inclusive of the running charges of such plant and cost of consumable.
29. The contractor will have to submit to the Block Development Officer, GHATAGAON monthly return of labour both skilled and unskilled employed by him on the work.
30. The tenderers are required to go through each clause of P.W.D. Form No.-P1 carefully in addition to clauses mentioned herewith before tendering.
31. No part of the contract shall be sublet without written permission of Block Development Officer, GHATAGAON or transfer be made by power of attorney authorizing others to receive payment on the contractor's behalf.
32. If further necessary information is required, B.D.O., GHATAGAON Block, Keonjhar will furnish such, but it must be clearly understood that the tenders must be received in order and according to the institutions.
33. Cement shall be used by bags and weight of cubic meter of cement being taken as 14.42qtl.
34. In the event of any delay due to Department in the supply of departmental materials or supply of detailed structural designs for unavoidable reasons, reasonable extension of time will be entertained under any such circumstances, for which no claim undertaking has to be furnished by the contractor in the prescribe Performa along with the application for extension of time submitted by him.
35. "Before issue of the above materials to him the contractor shall furnish Bank Guarantee of any of the Nationalized Banks for a sum of equal to the cost of materials. The Bank Guarantee should be valid for the entire period of agreement. The same may be refunded to the contractor only after the materials supplied to him are fully utilized in the works and cost thereof recovered from his bill(s) in full. If the materials are partly utilized the unutilized materials are returned by him to the Department in full and in good conditions and receipt thereof duly acknowledged by the concerned Departmental Officer".
36. No contractors will be permitted to furnish their tenders in their own manuscript papers.
37. Every tenderer is expected before quoting his rates to inspect the site of proposed works. He should also inspect the quarries and satisfy himself about the quality, availability of materials medical aids labor food stuffs etc. and the rates should be inclusive of all items of works. In every case the materials must comply with the relevant specifications and samples of stone metals chips etc. and other materials to be used are to be deposited in sealed bags duly labeled nothing the name of quarry under dated initials by the tenderer for approval of the Block Development Officer, GHATAGAON.
38. Government will not however after acceptance of contract rate pay any extra charges for lead or any other reason in case the contractor is found later on to have misjudged the materials available.
39. All fittings for doors and windows if supplied by the contractor should be of best quality and should be got approved by Assistant Executive Engineer, GHATAGAON Block, Keonjhar, before they are used on the work.
40. The tender containing extraneous conditions not covered by the tender call notice are liable for rejection.
- 41.(a) The contractor shall have to furnish a certificate in the prescribed proforma enclosed herewith along the tender to effect that he is not related to any officers of Block Development Officer, GHATAGAON, Keonjhar.

(b) **CERTIFICATE OF NO RELATIONSHIP**

I / We hereby certify that I / We am / are not related to any officers of Block Development Officer, GHATAGAON, Keonjhar. I / We am / are also aware that if the facts subsequently proved to be false my / our contract will be rescinded with the forfeiture of E.M.D. and total security deposit and I / We shall be liable to make good of the loss or damage resulting from such cancellation.

**Contractor**

**B.D.O., Ghatagaon**

I / We also note that in case of non-submission of this certificate with tender my / our tender is liable for rejection.

Date.....

Signature of Tenderer

**42.** All the tenders received will remain valid for a period ninety days from the date of receipt tenders. The period of validity can also be extended if agreed to by the Department and the contractor.

**43.** After completion of the work, the contractor shall arrange at his own cost all requisite equipments for testing the building if found necessary and bear the entire cost of such test.

**44.** Tenderers required to submit a list of works in their hand in the prescribed proforma herewith, (b) list T&P (c) List of works executed in their prescribed proforma enclosed herewith along with the tender.

**45. GOVERNMENT OF ODISHA FINANCE DEPARTMENT**

1. (Memo No.-48443 / F-Code-46 / 95 dated 11.12.1995 regarding "Discontinuance of the system of procurement of stock by Engineering Department").

X

X

X

2. With a view to avoiding these situations Govt. have been pleased to decide that with effect from 1.4.96 there will no purchase of department store materials nor booking of materials to show utilization of budget provision. It will be the responsibility of the contractor to purchase stores and utilize them in the work since materials like cement, steel etc. are easily and abundantly available at places, there will be no difficulty for contractors to procure the same. Therefore the future agreement with the contractors shall be executed accordingly and necessary modification to the agreement from may be made. In case where agreement have already been executed for department supply of materials, efforts should be made to fulfill the same by utilization to the existing stores and also through inter divisional and even inter department transfer of stores. For utilization of the surplus materials, agreements may however be made for supplying of materials to the extent available. In this way the existing materials should be exhausted.

3. Maintenance work should be undertaken by purchasing materials in case of departmental execution of work by directly charging to site account or through contractors. There should not be advance purchase of materials for the sake of storing and utilizing the same in future works.

4. Consequent upon introduction of the new system the Engineer-in-Charge of the work will have to exercise strict quality control and ensure that materials used by the contractors conform to the standard specifications.

X

X

X

**5. (a) Certificate of list of works in hand.**

I / We do hereby certify that at present the following works are in my / our hand.

Sl. No.	Particulars of works now in hand.	Amount of each work.	Period in which the work is stipulated to be completed (in months)	Approximate value of work done against each work on the date of submission of Tender.	Department under which the work is being taken up.
1	2	3	4	5	6

**Contractor**

**B.D.O., Ghatagaon**

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I / We also note that, non submission of this certificate will render my / our tender liable for rejection.

(b) **CERTIFICATE OF THE LIST OF T & P**

I / We do hereby certify that the following tools and plants, machineries and vehicles are in my / our possession in working orders.

(i)

(ii)

(iii)

(iv)

(v)

I / We also note that, non submission of this certificate will render my / our tender liable for rejection.

Date.....

Signature of Tenderer

(c) **CERTIFICATE OF THE LIST OF SIMILAR TYPE OF WORKS EXECUTED**

I / We do hereby certify that the following works have been executed by me / us in the past 3 Years.

Sl. No.	Particulars of works already executed.	Approximate amount of each work.	Name of Department under which the works executed.	Period of commencement and period of completion.	Whether the works were completed in stipulated period.
1	2	3	4	5	6

I / We also note that, non submission of this certificate will render my / our tender liable for rejection.

Date.....

Signature of Tenderer

**Contractor**

**B.D.O., Ghatagaon**

46. Letters etc. found in the tender portal raising or lowering rates or dealing with any point in connection with the tender will not be considered.
47. All reinforced cement concrete works like lintels, column, beam chajja, roof slab and other such works should be finished smooth and no extra charges for plastering if required shall be paid by the department.
48. At their opinions quote reasonable rates for each item of the work carefully so that the rate for the work should not be unworkably low.
49. The contractor shall employ one or more Engineering Graduates or Diploma Engineers as apprentices at his own cost for works costing Rs.2.50 Lakhs or more. The apprentices will be selected by the Chief Engineer (R&B) Odisha. The stipend to be paid to the apprentices should not be less than Rs.200 and Rs.150 per month in case of Graduate Engineer, Diploma, holder engineers respectively. The period of employment will commencement within one months of the date of issue of work order and would last till the date when 90% of work is completed. Number of apprentices employed should be fixed by Chief Engineer in any manner so that the total expenditure does not exceed 1% of the tendered cost of the work (vide works & Transport Department, Letter No.-17331, Dt.-12.08.1966).
50. The tenderer shall bear cost of various incidental sundries and contingencies necessitated by the work falling within following or similar category.
- (a) Rent, royalties and other charges of materials octroi duties all other taxes including sales tax, ferry / tolls conveyance charges and other cost on account of land and building including temporary building required by the tenderer for collection of materials storage housing of staff or other by the tenderer for purpose of work. No rent will however be payable to Government for temporary occupation of land or owned by Government at the site of the work.
- (b) Labour camps and huts necessary to suitable scale including conservancy and sanitary arrangements there on to the satisfaction of the local health authorities.
- (c) Suitable water supply including pipe water supply wherever available for the staff and labour as well as for works.
- (d) Fees and dues hired by Municipal. Canal and water supply authorities.
- (e) Suitable equipments and wearing apparatus for the labourers engaged in risky operation.
- (f) Suitable fencing barriers signals including paraffin and electrical signal where necessary at works and approaches in order to protect the public and employees from accidents.
- (g) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also sums which may become payable due to operation or Workmen's compensation Act.
- (h) The contractor has to arrange adequate lighting arrangements for night works wherever necessary at his own cost.
- (i) The contractor has to arrange all the building materials including the equipments required for under reamed pile foundation for starting the work.
51. 1% of the gross amount of the bill and surcharge as applicable will be deducted from the contractor's bill towards Income Tax.
52. The contract value of Rs.1.00 Lakh and above the sale tax will be deducted @ 4% from the bill of contractor.
53. Under section 12 of the Contract labour regulation & abolition Act 1970, the contractor who undertakes execution of work through labour should produce valid licence from licencing authority of labour department.
54. The Fly ash brick should be proper shape and of good qualities. The brick should be approved by the Engineer-in-Charge before use in the work and should confirm the minimum strengthen as per national building code.
55. When department machinery will be utilized in the work by the contractors necessary and prevailing hire charges as fixed by the departments will be recovered from the contractor who may see the hire charges of the machinery in the office of the Block Development Officer, GHATAGAON.
56. Under no circumstances interest in chargeable for the dues or additional dues, if any payable for the work.
57. If the contractor quotes abnormally low rates for the work, APS will be submitted by the successful bidder for the cost of less quoted in percentage of the amount put to tender before signing the agreement of the contract as per **Office Memorandum No.4559 Dated 05.04.2021 of Works Deptt. Govt. of Odisha,**
58. M/s O.B.C.C. Ltd. shall be allowed a price preference to the extent 3% on lowest tendered amount where the tender is not lowest provided they express willingness to execute the work after reduction of rates by negotiation.
59. Additional performance security: If the bid of the successful bidder is seriously unbalanced in relation to Engineer's estimate of the cost of work to be performed under the contract, the officer inviting the bid may require the bidder to produce detailed price analysis for any or all items of the bill of quantities which are quoted 10% below the estimated rates to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the officer inviting the bid may require that the amount of the performance security set forth be increased at the expense of the successful bidder to a level sufficient to protect the Engineer-in-Charge against financial loss in the event of default of the successful bidder under the contract. If the contractor fails to do these items of work, the amount so furnished as additional performance security will be forfeited in addition to the other penal clauses, if any, to be imposed.

**Contractor**

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- (i) In order to assess the amount of additional performance security, items for which the quoted price(s) is / are below 10% of the corresponding estimated costs shall be taken into consideration. The amount shall be determined as follows Additional performance security = difference of 90% of the summation of amount at estimated rates and quoted rates for those items, where the quoted rate is 10% less than the estimated cost.
- (ii) If the quoted rate(s) of the price bid is / are found to be front loaded, i.e. the items to be carried out in the beginning of the contract are quoted 25% higher than the estimated rates, the bid shall be evaluated as unbalanced bid and additional performance security of 10% shall be retained on the amount of those items.
- (iii) The additional performance security as per clause shall be furnished by the bidder before execution of the agreement in the form of NSC/ KVP/ POTD pledged in favour of Block Development Officer, GHATAGAON, Keonjhar in shape of Fixed Deposit Receipt at any schedule bank, which will be over and above the performance security.

**60.** Affidavit to be furnished by the contractor at the time of submitting of Tender about the authentication of Tender documents including Bank Guarantee.

An affidavit shall be furnished by the contractor at the time of submission of Tender papers about the authentication of tender documents including Bank Guarantee (Vide Govt. of Orissa, Works Department Code-14/2004-9414, dt-08.06.04, concurred by Law Department Finance, vide their U.O.R. No.-1242, dt-05.08.03 and No.-193/WF-I, dt-04.03.04 respectively).

**61.** Clauses for site engineer and road furniture etc. in DTCN / Agreement.

In Works department Letter No.-10407, dt.-25.06.2004, the agencies executing major works should possess full-fledged field laboratory for testing of the quality of the work. Under the same clause, the following provision is to be made as per Works Department No.-12351/W, dated 23.07.2004.

- 1) An engineering personnel of the executing agency should be present at work site at the time of visit of Inspecting Officers in the rank of Additional Executive officer(Technical) Zillaparishad, Keonjhar / Assistant Executive Engineer, Ghatagaon Block.
- 2) Brick Masonry Display Board should be constructed by the executive agency indicating Name of the department, Name of the work, estimated cost, financial year etc as per the direction of Engineer- in-Charge.

**62.** (i) The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

(ii) In case the tender for composite work includes in addition to main work / building work all other ancillary works such as sanitary and water supply installations, drainage installation, electrical work, horticulture work, roads and paths and gate works in dams and canals etc. , the bidder apart from being a registered civil Contractor of appropriate class must associate himself with agencies of appropriate class those who is eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.

(iii) The companies or individuals registered with State Government and contractors of equivalent Grade / class registered with Central Government / MES / Railways having registration for Civil, Electrical and P.H. works having both legal competency and expertise in Civil, Public Health and Electrical Engineering works need put tenders for this composite work and the documentary evidence under appropriate Act in support of their legal competency and expertise to execute Civil, Electrical and P.H. work invariably should accompany their tender papers. The Civil Contractor in order to take part in the Composite tender should enter into a sub-contract agreement with eligible Registered Electrical Contractors having valid M.V./ H.T. license (Associate with the sub-contractor) and a copy of such agreement for the work after due registration should be attached with the Tender in original and this shall also form a part of the tender. If the Civil Contractor is having registration in Electrical works under the same name and style, the question of joint venture does not arise. The tender papers shall bear signature of authorized person of the tenderer, the letter of authorization should accompany tender papers. The authorization should clearly indicate the name of legal person to sign and enter in to agreement and receiving payment and will be responsible for all contractual obligations for execution of work for Civil, P.H. and Electrical Items of work to the Engineer-in- Charge. Non furnishing of Sub-Contract agreement with eligible Registered Electrical contractor having valid M.V. / H.T. license, the bid will be summarily rejected.

**Total 62 (Sixty two) Clauses Only.**

**Contractor**

**B.D.O., Ghatagaon**